

INVITATION TO NEGOTIATE

for

LEON COUNTY AIR AMBULANCE SERVICE

ITN Number BC-04-22-03-38

BOARD OF COUNTY COMMISSIONERS

LEON COUNTY, FLORIDA

ITN Title: Invitation To Negotiate for Leon County Air Ambulance Service
Proposal Number: BC-04-22-03-38
Opening Date: Tuesday, April 22, 2003 at 2:00 PM

INVITATION

Leon County, Florida (hereinafter referred to as the "County") is soliciting written replies from qualified vendors interested in participating in competitive negotiations to establish a term contract to provide aviation services for the County's rotor wing air-medical transport program. Rotor wing air-medical transport services are currently provided by Tallahassee Memorial HealthCare, Inc. (TMH), 1300 Miccosukee Road, Tallahassee, Florida 32308. It is anticipated that the term of the agreement will be from the date of contract execution and shall run 3 years with option to cancel for cause and shall renew automatically for 2 additional 2-year terms after the initial term. Either party may cancel the agreement without cause at any time after the initial term with 6 months written notification.

The County intends to execute a contract with the responsive and responsible Vendor whose proposal is recommended by the Evaluation Committee and determined by the Board of County Commissioners to provide the best value to the County.

SCOPE OF SERVICES/SPECIFICATIONS

Details of the desired commodity/services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services/Specifications, attached hereto and made a part hereof.

ITN QUESTIONS & ANSWERS

Any technical questions arising from this Invitation to Negotiate must be forwarded, in writing, to the purchasing agent identified below. In order for technical questions to be answered in a timely fashion, technical questions must be received no later than 5:00 PM on Tuesday, April 15, 2003. There is no deadline for contract or administrative questions.

The County's written response to written inquiries submitted timely by interested Vendors will be posted on the Leon County Purchasing Division website, www.co.leon.fl.us, (click on "E-GOV", click on "Purchasing On-Line", and then on the "Addendum" tab in the left hand column) as an addendum under this ITN number. It is the responsibility of all interested vendors to monitor this site for any changing information prior to submitting their reply.

Only written inquiries from interested vendors, which are signed by persons authorized to contractually bind the vendors, will be recognized by the County as duly authorized expressions on behalf of the vendors

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Keith M. Roberts, Purchasing Director
keith@mail.co.leon.fl.us
2284 Miccosukee Road, Tallahassee, Florida 32308
Telephone number: 850 488-6949
Fax number: 850 922-4084

Lobbying of Evaluation Committee members, Leon County employees, and elected officials regarding the ambulance service RFP or contract by any member of a proposer's staff, or those people employed by or members of any legal entity affiliated with an organization that is responding to this ITN is strictly prohibited. Negative campaigning through the mass media is strictly prohibited. Such actions may cause your proposal to be rejected.

RESERVATIONS

The County reserves the right to reject any and all replies received pursuant to this Invitation to Negotiate, if the County determines such action is in the best interest of the County. The County reserves the right to waive minor irregularities in submitted replies.

HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

SUBMISSION OF SEALED REPLY: (DO NOT FAX)

Replies must be submitted in a sealed envelope/package that should be labeled with the number and the opening date and time. Sealed replies will be received until Tuesday, April 22, 2003 at 2:00 PM local time. Replies received after that time and date will not be considered.

OPENING OF SEALED REPLIES

The sealed replies will be opened by the County's Purchasing Office personnel at 2:01 PM, Tuesday, April 22, 2003, in the Purchasing Bid Room, 2284 Miccosukee Road, Tallahassee, Florida. All reply openings are open to the public.

PROPOSED NEGOTIATION PROCESS

The County reserves the right to negotiate concurrently or separately with competing vendors, as set out below. The participating vendors should be cognizant of the fact that the County reserves the right to finalize the negotiation process at any time in the proposed process that the County determines such selection would be in the best interest of the County. Replies should be prepared to provide a straight-forward, concise description of the vendor's ability to meet the requirements and to allow the County to properly evaluate the vendor's reply.

Step 1 Interested vendors must submit the following to the "Purchasing Agent" identified on the cover page by Tuesday, April 22, 2003 at 2:00 PM local time.

1. Leon County "ITN Acknowledgment Form" - Completed and signed.
2. Qualifications Questionnaire - with additional sheets as needed to address and respond to all questions completely
3. Technical Proposal
4. Preliminary Price Proposal or Pricing Scheme
5. DUN & BRADSTREET REPORT requested in Exhibits "C" and "D"

Step 2 The Evaluation Committee, composed of at least three members, will evaluate the replies received timely, with the intention of selecting the most qualified vendors to proceed.

- A. If the County is capable of **ranking** the vendors based on the information received, the Evaluation Committee will rank the vendors, in order of preference, and publicly post the ranking, stating the County's intent to negotiate and award a contract to the highest ranked vendor that reaches an acceptable agreement with the County.

Once public posting of the rankings is accomplished, the Evaluation Committee will undertake negotiations with the first-ranked vendor until an acceptable contract is agreed upon, or it is determined an acceptable agreement cannot be reached with such vendor. If negotiations fail with the first-ranked vendor, negotiations may begin with the second ranked vendor, and so on until there is an agreement on an acceptable contract. The County reserves the option to resume negotiations that were previously

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suspended. The acceptable negotiated contract will be presented to the Board of County Commissioners for approval and execution.

- B. If the County elects to **short list** the most qualified vendors and conduct concurrent negotiations with all of the short listed vendors, the Evaluation Committee will short list the vendors and provide notice to all interested individuals.

Step B1 All short listed vendors will each be asked to provide an oral presentation of their firm's capabilities and participate in a question/answer session on the requested services. These meetings will be used to share information, exchange innovative ideas, clarify concepts, and improve understanding about the County's needs, expectations, and the capabilities of each vendor. The Evaluation Committee will participate in all presentations.

Step B2 Following presentations by all short listed vendors, the Evaluation Committee will revise the Scope of Services, as necessary, to eliminate unnecessary requirements and incorporate innovative ideas and approaches that the committee believes would benefit the County. All participating vendors will be sent a revised Scope of Services and will be asked to submit a preliminary price proposal.

Step B3 Each vendor will be scheduled to meet with the Evaluation Committee to negotiate both the vendor's technical and price proposals and discuss any issues or problems.

Step B4 The Evaluation Committee will complete a written summary evaluation of each vendor's technical approach, capabilities, and price proposal.

Step B5 The Evaluation Committee will review the summary evaluations and price to make a final recommendation or repeat steps B2 through B4 as necessary.

Step B6 The Evaluation Committee's recommendation of an acceptable negotiated contract will be presented to the Board of County Commissioners for approval and execution.

CRITICAL EVENT DATES

These are tentative dates for critical events, and are subject to change. The County will keep all vendors notified of any changes to the calendar.

April 15, 2003	Deadline for Technical Questions
April 22, 2003	Sealed Replies are due and opened.
April 25, 2003	The Evaluation Committee will evaluate the Replies and rank or short list select the best qualified vendors.
April 30 - May 1, 2003	Vendors will be scheduled to provide oral presentations.
May 5, 2003	If ranking is used, the County will begin negotiations with the top ranked firm. If short listing is used, the scope of services will be revised, if necessary, and presented to the short-listed vendors.
May 9, 2003 at 3:00 PM	Final technical and price proposals due.

May 14, 2003

The Evaluation Committee will rank the proposals and start negotiations with the first ranked vendor.

May 27, 2003

The recommendation and negotiated contract will be presented to the Board of County Commissioners.

POSTING

The County's short list and rankings will be posted on the Leon County website at www.co.leon.fl.us under the Purchasing Division page (click on "E-GOV", click on "Purchasing On-Line", and then on the "Addendum" tab in the left hand column. The information will be listed under this ITN number, and will remain posted for a period of seventy-two (72) hours. The County will provide, by mail, fax, and/or telephone, notice of posting dates and times to all participating vendors.

The recommended award and contract will be posted as an agenda item on the County website (listed above) on the Thursday preceding the Tuesday meeting of the Board of County Commissioners.

PROTEST

Any bid award recommendation may be challenged on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing to the Purchasing Director within 72 hours (excluding weekends and holidays) after receipt of the intended recommendation of award. Challenger shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid challenge has been submitted. Failure to file a notice of intent of bid challenge or failure to file a formal written bid challenge shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments/divisions regarding the vendor complaint.

At the time fixed for the opening of bids, the contents of the Bid Form will be made public for the information of vendors and other interested parties, who may be present either in person or by representatives.

QUALIFICATIONS

Interested vendors must complete and submit the "Qualifications Questionnaire" and provide the Dun & Bradstreet Report requested in Exhibits "C" and "D", to show that they have the necessary qualifications and experience in providing air ambulance services as specified in the Scope of Services. The replies to the "Qualifications Questionnaire", the information provided in the Dun & Bradstreet report, and by the vendors in their submittals, will be reviewed and evaluated to determine the best qualified vendors to short-list and proceed to Step 3 of the Proposed Negotiation process.

AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

Foreign corporations and foreign limited partnerships must be authorized to do business the State of Florida. Such authorization should be obtained by the sealed reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

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LICENSED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA

If the business being provided requires that individuals be licensed by the County of Business and Professional Regulation, such licenses should be obtained by the sealed reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

REVIEW OF FACILITIES AND QUALIFICATIONS

After the sealed reply due date and prior to contract execution, the County reserves the right to perform or have performed, an on-site review of the vendor's facilities and qualifications. This review will serve to verify data and representations submitted by the vendor and may be used to determine whether the vendor has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the vendor has financial capability adequate to meet the contract requirements. Should the County determine that the reply has material misrepresentations or that the size or nature of the vendor's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the County has the right to reject the reply.

COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a sealed reply only if accompanied by a waiver that will allow the County to make paper and electronic copies necessary for the use of County staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

CONFIDENTIAL MATERIAL

The vendor must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Negotiate, Number BC-04-22-03-38, Confidential Material". The vendor must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the vendor asserts to be exempt from public disclosure and placed elsewhere in the reply will be considered waived by the vendor upon submission, effective after opening.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, in an amount of five percent (5%) of the bid price for purchases under \$250,000, and two percent (2%) of the bid price for purchases \$250,000 and above. The maximum cost differential shall not exceed \$20,000. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.
2. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

- b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
 - c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.
3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the policy of the Leon County Board of County Commissioners to institute and maintain an effective Minority/Women Business Enterprise Program. This program shall:

1. Eliminate any policies and/or procedural barriers that inhibit M/WBE participation in our procurement process.
2. Established goals designed to increase M/WBE utilization.
3. Provide increased levels of information and assistance available to M/WBEs.
4. Implement mechanisms and procedures for monitoring M/WBE compliance by prime contractors.

The successful vendor is encouraged to maximize M/WBE participation in the provision of services through subcontracting opportunities or in the purchase of goods and supplies.

For additional information regarding Leon County's Minority Business Enterprise Policy or any technical assistance, please contact Agatha Muse-Salters, Leon County M/WBE Director, at (850) 488-7509; FAX (850) 487-0928; E-mail saltersa@mail.co.leon.fl.us. The M/WBE Office will provide a listing of certified M/WBEs available to assist bidder(s) in achieving the indicated goals.

Required as part of the submittal for this ITN, all vendors are required to complete an M/WBE Participation statement acknowledging the Leon County M/WBE policy, documenting any and all efforts made to obtain MBE/WBE participation, and the level of MBE/WBE participation achieved. In addition, non-MBE bidding firms unable to achieve the requested MBE/WBE participation percentage shall further demonstrate, through a statement of "good faith," that every reasonable effort has been made to achieve the requested percentage. Any "Good Faith Statement" provided by a bidder shall follow the requirements of the Florida Statutes for good faith. M/WBE firms must provide proof of their certification.

The Contractor shall establish a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

CONTRACTUAL OBLIGATIONS

The Vendor will be required to ensure that each individual, partnership, firm or corporation that is part of the Vendor team, by subcontract, will be subject to, and comply with, the following contractual requirements:

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A. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two (currently \$25,000) for a period of 36 months following the date of being placed on the convicted vendor list. A Public Entity Crimes Statement is enclosed for completion and submission as part of your response.

B. Unauthorized Aliens

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

C. Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

D. Insurance

Vendor's attention is directed to the insurance requirements below. Vendors should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's reply.

1. **Minimum Limits of Insurance** Contractor shall maintain limits no less than:

- a. General Liability: Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual Premises/Operations, products/Completed Operations, and Personal Injury covering no less than the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death, and property damage of not less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage shall be on an "occurrence" basis.
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. (*Non-owned, Hired Car*).

- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. ***Waiver of Subrogation in lieu of Additional Insured will suffice.***
 - d. Professional Liability and Medical Malpractice Insurance, including errors and omissions, for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
 - e. Aviation Liability: Five Million and 00/100 (\$5,000,000.00) Dollars combined single limit per accident for bodily injury and property damage (including passengers) – per aircraft. Medical Expense (Including crew) \$3,000.00 each person, \$18,000 each occurrence.
 - f. Umbrella coverage of One Million and 00/100 (\$1,000,000.00) Dollars combined single limit.
2. **Deductibles and Self-Insured Retentions** Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
3. **Other Insurance Provisions** The policies are to contain, or be endorsed to contain, the following provisions:
- a. **General Liability and Automobile Liability Coverages (*County is to be named as Additional Insured*).**
 - 1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - 2. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.
 - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.
- b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. **Acceptability of Insurers** Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. **Verification of Coverage** Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
6. **Subcontractors** Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

E. Performance Bond

A Performance Bond is not required for this project.

F. Audits, Records, And Records Retention

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

G. Monitoring

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

COSTS INCURRED IN RESPONDING

This Invitation to Negotiate does not commit the County or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a reply or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

AWARD OF THE CONTRACT

The County will execute a written agreement with the awarded Vendor, which will include the final negotiated terms, conditions, specifications, and prices.

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

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ATTACHMENTS

- a) Exhibit "A", Scope of Services or Commodity Specifications
- b) Exhibit "B", Standard Written Agreement
- c) Exhibit "C", Dun & Bradstreet Report
- d) Exhibit "D", Open Ratings Order Form

FORMS

- a) Leon County "Invitation to Negotiate Acknowledgment Form"
- b) QUALIFICATIONS QUESTIONNAIRE
- c) Public Entity Crimes Statement
- d) MWBE Utilization Certification Form
- e) Drug Free Workplace Statement
- f) Certification regarding Debarment and Other Responsibility Matters

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EXHIBIT A

SCOPE OF SERVICES

It is Leon County's intent to have air ambulance transport services readily available to the citizens and visitors of Leon County. The selected air ambulance transport service will provide scene-response and transport for critically ill and injured patients. Time is a critical factor in successful outcomes for these patients, therefore the County specifies that the selected air ambulance transport service provider(s) locate, and engage in service delivery, within Leon County. The air ambulance service provider selected will be responsible for pad selection within Leon County. The County will contract with selected provider(s) to be staffed and operational twenty-four hours (24) hours per day, seven (7) days per week. Leon County intends to award the selected provider first priority for all air ambulance, scene-response transports originating from Leon County. However, should the primary provider be committed to another call for service or unable to respond to the County's calls for service in a timely manner, the County maintains the right to utilize any available air ambulance service provider. Leon County intends that any Air Medical Transport Services hereunder be provided without subsidy.

The successful respondent must comply with all relevant aspects of Chapters 395 and 401, et seq, Florida Statutes, and Chapter 64E-2, Florida Administrative Code. The successful respondent must also obtain a Leon County Certificate of Public Convenience and Necessity pursuant to Chapter 8, Leon County Code of Laws. Comply with State of Florida Trauma Transport Protocols and participate in Leon County EMS Quality Assurance and Improvement programs. Successful respondents must also comply with all Federal, State, and local laws governing aircraft operations.

The current air ambulance service provider, Tallahassee Memorial HealthCare Inc.'s Life Flight, provides air ambulance service that covers a fourteen (14) county service area which includes portions of south Georgia. Leon County comprises 571 square miles. The April 1, 2002 population estimate was 248, 039. During the period October 1, 2001 to September 30, 2002, the current provider completed 448 transport flights with an average of 34 chargeable miles per flight. Seventy-five (75%) per cent of the flights are reported to have originated outside Leon County. Thirty-three (33%) of the flights are reported to be inter-facility transfers.

1. Aircraft Requirements: aircraft for Visual Flight Reference or Instrument Flight Reference use, new or totally refurbished and medically configured:
 - a) Medical configuration must include non-mounted LifePak 12, transport neonatal team with isolette, generally configured for one pilot and two medical personnel, and must have two patient transportability containing a bench seat upon which a patient may be placed or crew sit, without reconfiguring the aircraft.
 - b) Mechanical or technical support and maintenance of the aircraft avionics including all radios. Aircraft must have a radio capable of programming any low band, UHF, and VHF frequency.
 - c) Provision of necessary certifications to perform isolette and other specialty transfers. Mounting hardware and equipment to be provided by vendor.
2. Charges, and any changes thereto, for air ambulances services shall be approved, in advance, by the Leon County Board of County Commissioners.
3. The vendor agrees to have an aircraft in service at all times

EXHIBIT B

Attachment # 1
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STANDARD WRITTEN AGREEMENT

AGREEMENT

THIS AGREEMENT dated this ____ day of _____, 2003, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and _____, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive proposals from contractors for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide aviation services for the County's rotor wing air-medical transport program in accordance with detailed Scope of Services contained in Exhibit A.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

3. TIME

The contract shall be for a period of three (3) years, commencing on July 1, 2003 and shall continue until June 30, 2006. After the initial three (3) year period, at the discretion of the County, the contract may be extended for two additional two (2) year periods. Such two (2) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than ninety (90) days prior to the expiration date of the then current period.

4. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be require no remuneration by the County and shall operate fully on revenues received from billing for client services.

5. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

6. INSURANCE

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's reply.

1. **Minimum Limits of Insurance** Contractor shall maintain limits no less than:

- a. General Liability: Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual Premises/Operations, products/Completed Operations, and Personal Injury covering no less than the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death, and property damage of not less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage shall be on an "occurrence" basis.
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car)**.
- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured will suffice.**
- d. Professional Liability and Medical Malpractice Insurance, including errors and omissions, for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
- e. Aviation Liability: Five Million and 00/100 (\$5,000,000.00) Dollars combined single limit per accident for bodily injury and property damage (including passengers) – per aircraft. Medical Expense (Including crew) \$3,000.00 each person, \$18,000 each occurrence.
- f. Umbrella coverage of One Million and 00/100 (\$1,000,000.00) Dollars combined single limit.

2. **Deductibles and Self-Insured Retentions** Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. **Other Insurance Provisions** The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages **(County is to be named as**

Additional Insured).

1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. **Acceptability of Insurers** Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. **Verification of Coverage** Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
6. **Subcontractors** Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. **PERMITS**

The Contractor shall secure and maintain all necessary permits as required by law.

8. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

Further, Contractor shall ensure that all personnel have and maintain appropriate licensure and certifications as required by law or regulation.

9. ASSIGNMENTS

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

10. HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

11. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- c. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

12. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

18. TERMINATION

Either party may terminate this Contract without cause, by giving the other party one hundred eighty (180) days written notice of termination. Leon County may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the Contractor.

19. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

20. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

21. CONSTRUCTION

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

CONTRACTOR

WITNESS: _____ BY: _____
President

WITNESS: _____ DATE _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation.
(State or place of incorporation)

He/she is personally known to me or has produced _____ as
identification. (type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

LEON COUNTY, FLORIDA

BY: _____
Tony Grippa, Chairman
Board of County Commissioners

DATE: _____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

EXHIBIT C

DUN & BRADSTREET REPORT

The Department has chosen Open Ratings (a partner of Dun & Bradstreet) to assist with the evaluation process of this ITN through a report that Open Ratings will generate about your company when you provide them with requested information. The report is called "Past Performance Evaluation/Supplier Evaluation Review" (PPE/SER), and will provide an overall rating on timeliness, problem responsiveness, quality of purchased products or services, total cost, technical support, deliveries/quantities, and attitude of vendor personnel. This report must be submitted with your "Qualifications Questionnaire".

The cost of the PPE/SER report is \$175.

It is mandatory that you order and pay for this report and submit the results with your reply to the "Qualifications Questionnaire" in order to be considered for this contract.

Because this Report takes approximately 12 to 15 business days to complete, interested vendors are encouraged to submit their request to Open Ratings in a timely fashion.

PAST PERFORMANCE EVALUATION/SUPPLIER EVALUATION REVIEW

TO ORDER, COMPLETE THE ATTACHED FORMS IN EXHIBIT "C " AND MAIL, FAX OR E-MAIL THEM TO:

OPEN RATINGS, INC.
928 COMMONWEALTH AVE.
BOSTON MA 02215-1204
FAX NUMBER: 866-743-4239
E-MAIL: reports@openratings.com

EXHIBIT "D"

Attachment # 1
Page 22 of 32

OPEN RATINGS ORDER FORM

SECTION ONE: ABOUT YOUR COMPANY

PLEASE PREPARE AND DISTRIBUTE A PAST PERFORMANCE EVALUATION AND A SUPPLIER EVALUATION

REVIEW ON MY COMPANY, AS LISTED BELOW:

(* Indicates required fields)

(YOUR COMPANY NAME)*

(DUNS NUMBER, IF KNOWN)

(YOUR COMPANY STREET ADDRESS)*

(CITY, STATE, ZIP)*

(YOUR COMPANY PHONE NUMBER)*

(YOUR COMPANY FAX NUMBER)*

(YOUR PERSONAL/CONTACT NAME)*

(YOUR TITLE)

(YOUR E-MAIL ADDRESS)*

If you don't know your companies DUNS number, go to: [h=://dnb.com/dnbhome.htm](http://dnb.com/dnbhome.htm)

SECTION TWO: THE RECIPIENT OF THE INFORMATION

PROVIDE ONE COPY OF BOTH THE PAST PERFORMANCE EVALUATION REPORT AND THE SUPPLIER EVALUATION REPORT ON MY COMPANY TO THE FOLLOWING:

Leon County Purchasing Division
BC-04-22-03-38
2284 Miccosukee Road
Tallahassee, Florida 32308

Keith M. Roberts, Purchasing Director
Phone: 850 488-6949; Fax 850 922-4084
keith@mail.co.leon.fl.us

SECTION THREE: PAYMENT INFORMATION

☐ ENCLOSED IS A COMPANY CHECK MADE PAYABLE TO OPEN RATINGS, INC.

*(Please include copy of check if faxing or e-mailing application form.)

☐ BILL TO MY CREDIT CARD:

☐ AMERICAN EXPRESS

☐ VISA

☐ MASTERCARD

CARD NUMBER: _____ EXPIRATION DATE: ____/____/____

NAME ON CARD: _____

I AGREE TO PAY \$175 FOR THE PREPARATION/DISTRIBUTION OF MY PAST PERFORMANCE EVALUATION AND SUPPLIER EVALUATION REPORT. COPIES OF WHICH WILL BE PROVIDED BOTH TO MY COMPANY AND THE COMPANY IDENTIFIED IN SECTION TWO ABOVE. I ALSO AGREE TO PAY \$25 FOR EACH ADDITIONAL COPY THAT I'VE REQUESTED BE DISTRIBUTED TO ONE OR MORE OTHER COMPANIES IDENTIFIED IN SECTION THREE.

This report will be provided under contract solely for use by the customer and may not be reproduced in whole or part in any manner whatsoever.

QUESTIONS? CALL (617) 582-5162 OR (617) 582-5175

PAST PERFORMANCE EVALUATION/SUPPLIER EVALUATION REPORT

PLEASE PROVIDE 20 OF YOUR CUSTOMERS TO BE SURVEYED (* indicates required fields)

CUSTOMER NAME*: _____

DUNS NUMBER (If known): _____

CITY/STATE*: _____

NAME OF CONTACT*: _____

PHONE*: _____ FAX: _____

E-MAIL: _____

CUSTOMER NAME*: _____

DUNS NUMBER (If known): _____

CITY/STATE*: _____

NAME OF CONTACT*: _____

PHONE*: _____ FAX: _____

E-MAIL: _____

INVITATION TO NEGOTIATE ACKNOWLEDGMENT FORM
Invitation To Negotiate for Leon County Air Ambulance Service
Proposal Number: BC-04-22-03-38

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all replies in the best interest of Leon County.

Keith M. Roberts
Purchasing Director

Tony Grippa
Chairman

I certify that this reply is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for this Invitation to Negotiate and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this negotiation and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the Invitation to Negotiate, including but limited to, certification and licensing requirements. In conducting negotiations with Leon County, respondent offers and agrees that if this negotiation is accepted, the respondent will convey, sell, assign, or transfer to Leon County, Florida all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Leon County. At the County's discretion, such assignment may be made and become effective at the time the County tenders final payment to the respondent.

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY

(Authorized Representative's Signature)

(Printed or Typed Name)

(Authorized Representative's Title Typed)

VENDOR NAME

ADDRESS

TELEPHONE

FAX

Attachment # 1
Page 25 of 32

QUALIFICATIONS QUESTIONNAIRE
Invitation To Negotiate for Leon County Air Ambulance Service
Proposal Number: BC-04-22-03-38

Vendor: _____

Submitted by: _____ Signed: _____ Date: _____
Name Printed Signature

1. Please provide the following information about your company:
 - a. Firm name or Joint Venture, business address, office location (if different), and the name and title of the Contact Person for this ITN including mailing address, express mail address (if different), telephone and fax numbers.
 - b. Federal Identification Tax Number or Social Security Number.
 - c. The age of the firm, a brief company history, and average number of employees over the past five years.
2. Provide a list of programs to which you currently supply EMS aviation services.
3. Please detail, for the period between January 1, 2000 and January 1, 2003, total hours flown, total air medical hours flown, number of emergency incidents responded to by your aircraft, number of accidents involving your aircraft, certificate actions, and number of fatalities. Please feel free to include any awards or citations received.
4. Please specify number and type of EMS aircraft currently operated by your organization.
5. Please provide a written summary of your onsite aircraft parts inventory.
6. Names of any customers that have discontinued business relationships with your organization in the last three years and reasons for terminating business.
7. Provide the location of the nearest facility you have to Leon County, Tallahassee, Florida that is capable of performing aircraft overhaul and repairs.
8. Provide the serial number of the aircraft that will service Leon County and valid documentation indicating ownership.
9. Provide valid documentation that aircraft and crew members meet applicable Federal Aviation Administration (FAA) regulations.
10. Please list your organizational structure specifying key contacts for administrative and operational issues.
11. Outline your issue resolution/quality management/Quality Improvement program.
12. Please include your audited financial statement for the past 3 years.
13. Provide proof of adequate insurance coverage of not less than \$100,000 per person and \$300,000 per incident, or a greater amount if specified by rule of the Department of Health, Bureau of Emergency Medical Services, for claims arising out of injury or death of persons and damage to property of others resulting from any cause for which the owner of such business or service would be liable. Self-insurance is an acceptable alternative as specified in Section 401.25(2)(c), Florida Statutes.
14. Proposers must include a detail of the pricing model to be used by the vendor that specifies aircraft costs, insurance costs, and all other costs associated with the provision of services.

14. Proposers must include a detail of the pricing model to be used by the vendor that specifies aircraft costs, insurance costs, and all other costs associated with the provision of services. Please include a breakdown of helicopter cost, salaries for pilots and mechanics, benefits, airframe insurance, back-up aircraft costs, hourly charges and management fees, if any.
15. Please specify the methodology, in writing, that you will use to assure that the crews, including pilots and medical personnel assigned are paid competitively.
16. It is Leon County's intention to select a vendor by June 1, 2003 and begin operations under the agreement on July 1, 2003. Please comment on your ability to be operational on July 1, 2003.
17. Describe any other value added services or programs you offer.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

Attachment # 1
Page 27 of 32

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Leon County Board of County Commissioners
by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 200__.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed, or stamped
commissioned name of notary public

**MINORITY BUSINESS ENTERPRISE PROGRAM
PARTICIPATION OF MBEs/WBEs**

Attachment # 1
Page 29 of 32

SECTION 1

Bidder _____

Please mark the correct statement.

- ☐ Bidder is non-MBE/WBE and has no MBE participation. Please complete Sections 2 & 4.
☐ Bidder is non-MBE/WBE and has MBE participation. Please complete Sections 3 & 4.
☐ Bidder is certified/certifiable MBE/WBE. Please complete Section 4 and enclose copy of letter or other proof of certification.
- *****

SECTION 2

Please briefly describe efforts made to secure MBE/WBE participation for this bid (attach additional sheets as needed):

SECTION 3

Please list below the names of MBE vendors who will perform the indicated phases of work for the amounts shown. Bidder shall indicate whether subcontractor is Black (B) or Non-Black (NB). Attach additional sheets as necessary.

Name, Address, and Telephone Number of MBE Vendor	Type Material(s) Service(s) Supplied	Amount of Subcontract	Black (B) or Non Black (NB)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

	<u>Black</u>	<u>Non-Black</u>
Total Value of MBE Participation:	\$ _____	\$ _____
Total Project Base Bid:	\$ _____	\$ _____
MBE Participation as % of Total Base Bid:	\$ _____	\$ _____

SECTION 4

The Bidder acknowledges the Leon County MBE policy and the provisions specified for this bid. If applicable, bidder certifies that the above list of minority vendors and the respective contract amounts and percentages of the total bid are accurate. In witness, hereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of _____ A.D., 200____.

Signed: _____ Title: _____

DRUG FREE WORKPLACE STATEMENT

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

VENDOR'S SIGNATURE TITLE

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

Attachment # 1
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- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

LOCAL VENDOR CERTIFICATION

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The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by the County, and, if applicable, the City of Tallahassee (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:		Phone:
Current Local Address:		Fax:
If the above address has been for less than six months, please provide the prior address.		
Length of time at this address		
Number of Employees and hours worked per week by each:		
Name and Address of Owner(s) who reside in Leon County and who in total own at least 50% or more of the business. Attach additional sheets as necessary.		Percentage of Ownership
1.		
2.		

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced _____ as identification.
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

Return Completed form with
supporting documents to:

Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308